

NISQUALLY LAND TRUST
RESOLUTION No. 2016-11

SALMON RECOVERY FUNDING BOARD APPLICATION AUTHORIZATION

WHEREAS, the Nisqually Land Trust ("Trust") is a Washington nonprofit corporation and a publicly supported tax-exempt nonprofit corporation qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code; and

WHEREAS, the Board of Directors of the Trust is authorized by its corporation articles of incorporation and by-laws to conduct the business of the corporation; and

WHEREAS, one of the functions of the Trust is to acquire for permanent protection threatened natural-resource lands in the Nisqually River Watershed; and

WHEREAS, the Salmon Recovery Funding Board requires an application authorization form from the Trust authorizing submittal of applications for grant-funding assistance for salmon recovery projects to the Salmon Recovery Funding Board as provided in RCW 77.85, Washington Administrative Code 420 and subsequent Legislative action; and

WHEREAS, under the provisions of the Salmon Recovery Act, state grant assistance is requested to aid in financing the cost of acquisition, restoration, and planning; and

WHEREAS, the Trust proposes to submit the following projects for salmon recovery grant-funding assistance:

- 16-1445 A: Busy Wild Protection Phase II
- 16-1450 A: Wilcox Reach North Shoreline Protection
- 16-1451 A: Wilcox Reach Small Lot Acquisition
- 16-1453 C: Middle Ohop Protection Phase III
- 16-1454 P: Lower Ohop Acquisition for Restoration Planning; and

WHEREAS, the Trust considers it in the best public interest to complete the projects described in the applications.

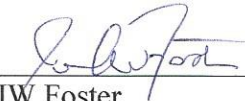
NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Trust's Executive Director, Joe Kane, and its Associate Director, Kim Bredensteiner, are authorized to make formal application to the Salmon Recovery Funding Board for grant assistance.
2. The Trust has reviewed the sample project agreement on the Recreation and Conservation Office's website at:
<http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes Joe Kane and Kim Bredensteiner to enter into such project agreements, if funding is awarded. We understand and acknowledge that the project agreements will contain the indemnification (applicable to any sponsor) and other terms and conditions that are contained in the sample project agreement.
3. Any grant assistance received will be used for direct costs associated with implementation of the projects referenced above.

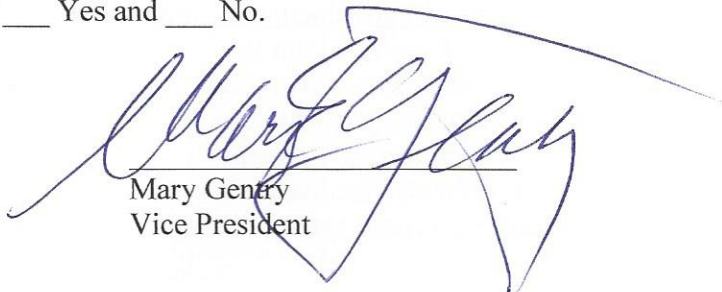
4. The Trust expects our matching share of project funding will be derived from the Trust, Thurston County, Pierce County, the Washington Wildlife and Recreation Program, and the U.S. Department of Interior and meets the requirements of Washington Administrative Code 420-12-040. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.
5. We acknowledge that if the Salmon Recovery Funded Board approves grant assistance for the projects, the Recreation and Conservation Office will pay us on only a reimbursement basis, except for a specially approved advance payment. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete. The Recreation and Conservation Office may approve advance payments in limited circumstances, pursuant to Washington Administrative Code 420-12-060 and the policy outlined in Manual 8, Reimbursements.
6. We acknowledge that any property acquired with grant assistance be dedicated for salmon recovery purposes for perpetuity unless otherwise agreed to by our organization and the Salmon Recovery Funding Board. We agree to dedicate the property in a signed "Deed of Right to Use Land for Salmon Recovery Purposes" for fee acquisitions, or an "Assignment of Rights" for conservation easement acquisitions, to be recorded on the title of the property with the county auditor.
7. We acknowledge that any property acquired in fee title must be accessible to the public unless the Recreation and Conservation Office Director or the Salmon Recovery Funding Board agrees to other restrictions.
8. We acknowledge that any property restored be maintained for a period of ten years after the project is complete unless otherwise provided and agreed to by our organization and the Salmon Recovery Funding Board.
9. Our organization certifies it is a registered nonprofit corporation with the Washington Secretary of State and has been active in protection and enhancement of natural resources. Should our organization dissolve or disband during the period of this project, we agree to name a successor organization pursuant to Salmon Recovery Funding Board policy.
10. This application authorization becomes part of a formal application to the Salmon Recovery Funding Board for grant assistance.
11. We provided appropriate opportunity for public comment on this application.
12. We certify that this resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

PRESENTED AND APPROVED at the regular meeting of the Board of Directors, held on the 19th day of May, 2016, at the Nisqually Indian Tribe's Department of Natural Resources, at which a quorum was present, by a vote of ___ Yes and ___ No.

ATTEST:



JW Foster
President



Mary Gentry
Vice President